

FILMING GUIDELINES

APPROVED BY COUNCIL October 8th, 2024

Prior to the commencement of any filmmaking operations (“Operations”) within the City of New Castle, Delaware (the “City”), a Location Agreement (in the form attached hereto as Exhibit “A”) must be executed by and between the City and the filmmaker (“Filmmaker”) and/or film production company (“Production Company”) (herein referred to together with Filmmaker as “Film Personnel”) to be undertaking such operations. Film Personnel shall be jointly and severally responsible and liable for adherence to the guidelines herein.

Prior to executing any Location Agreement, the City will evaluate in its sole discretion all of the following:

- a. Schedule and locations
- b. Parking
- c. Lighting levels
- d. Noise levels
- e. Municipal services

The following guidelines shall be considered by all involved or affected parties:

1. All affected residents in the area not less than two (2) blocks in all directions from the outer physical limits of the film site must be notified of support crew arrival details and of the extent and nature of the support crew(s) to be utilized in filming, by letter received by mail or delivered in person not less than three (3) days in advance. Such notification must include information concerning the location and duration of the filming activity involved, as well as specifics regarding lights, noise, special effects and/or any activities that otherwise could cause alarm and/or constitute a nuisance to those in the area.

Film Personnel shall be responsible for securing individual Location Agreements with any residents whose private property is to be used for any filmmaking activity.

2. Pursuant to prior approval by the City Administrator, all filming equipment and support vehicles not in immediate use shall be stored or parked so as not to cause an interference to pedestrians or vehicular traffic. Production vehicles must be parked in such a way as to not impede safe lines of vision at intersections.
3. When filming on residential streets that experience traffic congestion as a result of schools opening and/or closing or the morning and/or evening “rush” hours, neither pedestrian nor vehicular traffic shall be restrained, impeded or delayed during these

“rush” times, which periods will be agreed upon in advance by the City, the film liaison and the locations’ manager.

4. A traffic and parking plan shall be attached as an exhibit to the Location Agreement. It shall indicate areas of restricted traffic including times thereof, and shall provide a parking plan for production vehicles, support staff vehicles and, as applicable, residents’ vehicles. Any proposed changes to such plan shall be submitted to the City for approval no less than seventy-two (72) hours prior to planned implementation. The City’s approval shall not be unreasonably withheld.
5. Lighting for filming, during daytime as well as nighttime hours, should be oriented away from residences wherever possible, and should not interfere with or alter the safe movement of traffic, the safety of residents, or the regular or typical lifestyle of residents within the area of filming.
6. Film Personnel are responsible (i) for cleaning and restoring locations used in any Operations, including public and private lands, with a minimum amount of noise and disruption to be produced in so doing; and (ii) for collection and disposal of all trash and solid waste associated with production.
7. In the event Operations require blocking off or holding traffic on streets scheduled for garbage pick-up, Film Personnel are responsible for:
 - (a) Moving trash cans to a location accessible to sanitation vehicles, and then returning them to their proper owner; or
 - (b) Coordinating with the appropriate sanitation company(ies), in advance, a time when sanitation vehicles can access the area affected.
8. Residents may not charge Film Personnel for use of the public right-of-way in front of their homes, nor prohibit its use without justifiable cause, but shall be entitled to restoration, by Film Personnel, of the right-of-way to its preexisting condition. Residents and businesses directly affected by Operations shall have the right to charge for the use of their private property or loss of income. With respect to any such charges by residents or businesses, the City shall have no interest, obligation or liability.
9. Filmmaking special effects involving sirens, gunshots, speeding cars, or other loud or startling noises are prohibited from 9:00 p.m. to 7:30 a.m. local time, except as may be authorized in advance by the City Administration Office and all residents affected. (Reference City of New Castle noise ordinance setting forth City requirements and prohibitions)
10. Base camps, congregation areas and dressing room trailers shall be located outside the near vicinity of private residences to the extent practicable, and diligent measures shall be employed to eliminate or reduce noise from generators, slamming doors, engines and other noises originating from Operations in the early morning hours occurring before 7:30 a.m. and the hours after 9:00 p.m. in the evening.

11. Any filming activity involving holding, delaying, or re-routing traffic in residential areas must be accompanied by at least one (1) City of New Castle police officer, request for and coordination of which shall be the responsibility of Film Personnel.
12. In the event of any filming activity requiring delayed or re-routed traffic in residential areas, Film Personnel shall rent message boards from the City for placement within 2-3 blocks of the affected location in accordance with the traffic and parking plan.
13. The City of New Castle reserves the right to require the presence of a police officer at any filming activity taking place at public parks or utilizing public property for Operations of any nature.
14. FEES: The following fees shall be payable to the City respecting the activities and permits set forth below. All fees are subject to change.

Residential Street Closure	
72 or more hours notice	\$300 per block per 8 hour time frame or any fraction thereof
Less than 72 hours notice	\$400 per block per 8 hour time frame or any fraction thereof
Public Works Employee	Hourly Overtime Rate plus 27% administrative fee, 4-hour minimum
Assistance (Trash Collection, Fencing, etc.)	
Police Officer	Subject to Agreement for Extra-Duty New Castle City Police Officers, 4-hour minimum
A & B Explosive permit	\$ 400
C Explosives permit	\$ 50
Fireworks permit	\$ 400
Transport A&B Explosives permit	\$ 400
Permit for an enclosed tent	\$ 200
Facility Rental	
Parks & landscaped areas	approximately \$1,000 per day per location (varies with location/activity)
Location/Use Fee	\$500

The Municipal Services Commissioners of the City of New Castle shall require a deposit, to be determined, to cover consumption and set up of water and electric utilities utilized by Film Personnel. Charges for water and electric, including set-up costs, shall be based on actual cost and the deposit shall be considered only an advanced estimate.

Services for which a fee has not been established shall be charged on the basis of time, equipment and material. There shall be an additional \$ 500 charge for City services

rendered as a result of requests of any nature made with less than two (2) working days notice.

15. All persons and entities constituting Film Personnel as such term is hereunder defined (collectively, the “Indemnifying Parties”) shall jointly and severally defend, indemnify and hold harmless the City, its officials, agents, employees and attorneys (each an “Indemnified Party”; collectively, the “Indemnified Parties”) from and against any and all claims, actions, losses, costs, damages, liabilities and/or expenses of any nature whatsoever (including reasonable attorney's fees and court costs) arising out of or in connection with Operations; the use in any manner by Film Personnel of real or personal property owned by the City; or the exercise by Film Personnel of any rights set forth herein. In the event an Indemnified Party is made a party to any litigation arising out of an Indemnifying Party’s or any other party's use in any manner of real or personal property owned by the City, or an Indemnifying Party’s exercise of any other rights herein, except to the extent that liability of the Indemnified Party adjudged, the Indemnifying Party shall protect, defend and hold the Indemnified Party harmless therefrom and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by or on behalf of the Indemnified Party in connection with such litigation.

Prior to the City’s execution of any Location Agreement, Film Personnel shall be required to provide the City with a certificate of insurance in an amount(s) to be reasonably determined by the City and listing the City as an additional insured.

16. All Film Personnel are encouraged to utilize local businesses, extras and equipment whenever possible.
17. Fire and Safety Codes: A plan for fire safety and security must be developed by Film Personnel and approved by the City Building Official prior to the construction in connection with Operations of any temporary improvements or film-related sets, props or items in the City, in order to avoid or minimize potential losses from fire, structural failure, or other life-safety emergency that could occur in connection with Operations and/or in the surrounding section of the City. City codes require that building permits be applied for and issued prior to said construction. Other than insignificant backdrop, the City shall require that construction documents, including site plans, structural drawings and material specifications, be submitted as a condition of permit issuance.

The foregoing Filming Guidelines are hereby ACKNOWLEDGED and AGREED to by Film Personnel as follows:

Name of Filmmaker or Production Company (and name of its signatory)

Signature of Filmmaker or Authorized Signature on behalf of Production Company

Date

[FURTHER SIGNATURE PAGE FOLLOWS]

Name of Filmmaker or Production Company (and name of its signatory)

Signature of Filmmaker or Authorized Signature on behalf of Production Company

Date

Name of Filmmaker or Production Company (and name of its signatory)

Signature of Filmmaker or Authorized Signature on behalf of Production Company

Date

Original: 9-3-97

Revised: 9-9-97

Revised: 10- 8 -24

EXHIBIT "A"

[Form of Location Agreement to be attached]